

## CEEVO SERVICES MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES. BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. BY INDICATING YOUR ACCEPTANCE TO THIS AGREEMENT, YOU REPRESENT THAT YOU ARE AN AUTHORIZED AGENT OF LICENSEE AND HAVE THE AUTHORITY TO BIND LICENSEE TO THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

### 1. Definitions

“Ceevo,” “We,” “Us” or “Our” means Ceevo a tradename of United Business Integration Resources, LLC.

“You” or “Your” means the Licensee.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity or contractual control such as a franchise agreement.

“Agreement” means this Master Subscription Agreement.

“Authorized User” means an individual who is authorized by You to use the Services, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Authorized Users may include, for example, Your employees, consultants, contractors and agents.

“Beta Services” means Our services that are not generally available to Our customers.

“End User” means an individual whose device connects or attempts to connect to the Ceevo service. End Users may include, for example, individuals who enter Your establishment with their phone or tablet’s wifi enabled and those who log onto Your wifi via the Services, or those that participate in any of the Ceevo services contracted by you with Ceevo.

“End User Data” means the electronic data and information submitted by an End User or an End User’s device that is collected and processed by Us in connection with provision of the Services.

“Licensee” means the entity listed in the Order as a licensee.

“Order” means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto.

“Ceevo Terms of Use” means the terms of use We provide to You or an End User via any Ceevo portal or service.

“Services” means the products and services that are ordered by You pursuant to an Order and made available online by Us, including associated offline components.

“Subscription Period” means the period from the Effective Date through the Subscription Expiration, as set forth in the Order.

“Your Data” means electronic data and information submitted by or for You to the Services or collected and processed by or for You using the Services.

“Ceevo Privacy Policy” means the privacy policy for Ceevo and its affiliated services available upon request and on [www.ceevoeam.com](http://www.ceevoeam.com)

## 2. Our Responsibilities

- 2.1 Provision of Services. We will provide services as specified in the order form.
- 2.2 Protection of Your Data. We will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data and End User Data.

## 3. Use of Services

- 3.1 Subscriptions. Unless otherwise provided in the applicable Order, (a) Services are purchased as subscriptions, (b) additional subscriptions may be added during a subscription term at the same pricing set forth in the Subscription Terms in the Order, as set forth in the Order.
- 3.2 Your Responsibilities. You will (a) be responsible for Your compliance and Authorized Users' compliance with this Agreement., (b) ensure that You have the necessary rights to share Your Data and End User Data to Us pursuant to this Agreement, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, (d) use Services only in accordance with applicable laws and government regulations, and (e) otherwise comply with all other Licensee obligations described in this Agreement or Order.
- 3.3 End User Privacy. In connection with the Services, We may collect End User Data or other information about or related to End Users, and We may share certain data regarding End Users with You. You represent and warrant that You will (a) use the End User Data or any derivatives thereof in accordance with all applicable laws, including privacy, data protection, and data security laws, and (b) upon request, You will direct any End User to the full text of the then-current Ceevo Privacy Policy. You understand that (1) the Ceevo Privacy Policy may be revised periodically by Us and (2) You are responsible for reviewing the Ceevo Privacy Policy to check for changes. You acknowledge and agree that You will comply in all respects with the then-current Ceevo Privacy Policy, and that You are solely responsible for any noncompliance with Your obligations in the Ceevo Privacy Policy.
- 3.4 End User Terms of Use. You agree that you and your authorized users will comply with the terms of use agreement which may be revised periodically by us. You are responsible for reviewing the Portal of Use to check for changes; and You agree to abide by the terms of the then-current agreement.
- 3.5 Usage Restrictions. You acknowledge and agree that We have no obligation to monitor or police the content of communications or data of You or End Users, and that We are not responsible for the content of any such communications or transmissions. You will not (a) make the Services available to, or use the Services for the benefit of, anyone other than You or Your Authorized Users, (b) sell, resell, license, sublicense, distribute, rent or lease the Services, or include the Services in a service bureau or outsourcing offering, (c) store or transmit infringing, libelous, or otherwise unlawful or tortious material through the Services, (d) store or transmit material in violation of third-party intellectual property, proprietary, privacy, or similar rights through the Services, (e) store or transmit malicious code through the Services, (f) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (g) attempt to gain unauthorized access to the Services or their related systems or networks, (h) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, (i) copy the Services or any part, feature, function or user interface thereof, (j) frame or mirror any part of the Services, other than framing on Your own intranets or otherwise for Your own internal business purposes, (k) access the Services in order to build a competitive product or service, (l) reverse engineer the Services or any part thereof, (m) modify, translate, or otherwise create derivative works of the Services; (n) allow the removal, alteration, covering, or obscuring of any Ceevo Trademarks that appear on the Services, or (o) promote, market, or sell any products or services that are competitive with the Services.

#### 4. Fees and Payment for Services

- 4.1 Fees. You agree to pay all fees specified in an Order for the entire Subscription Period specified in the Order, and any additional Services obtained through renewals, additional Orders and/or revised orders. Except as otherwise specified herein or in an Order, (i) fees are based on Services purchased and not actual usage of Service, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) locations purchased cannot be decreased below minimum commitment during the relevant subscription term.
- 4.2 Invoicing and Payment. You will provide Us with valid and current credit card or account ACH information, or with an alternative form of payment acceptable to Us in Our sole discretion. By providing Us with Your credit card and/or ACH information, You authorize Us to charge such credit card or bank account for all Services listed on the Order for the Subscription Period and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased Subscriptions). Such charges shall be made in advance in accordance with the frequency stated on the applicable Order. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. You are solely responsible for any consequences attributed to Your failure to provide current, complete, and accurate billing and contact information including, but not limited to, overdue charges as set forth in Section 4.3.
- 4.3 Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) You agree that We may impose late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Orders on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).
- 4.4 Suspension of Services and Acceleration. If any amount owed by You under this or any other agreement for Our services is 15 or more days overdue; We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations pursuant to the Order become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 11.1 (Notices), before suspending services to You.
- 4.5 Payment Disputes. We will not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) above if You (a) are disputing the applicable charges reasonably and in good faith; (b) are cooperating diligently to resolve the dispute; and (c) timely pay any undisputed amounts due.
- 4.6 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 4.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4.7 Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

#### 5. Proprietary Rights and Licenses

- 5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our right, title and interest in and to the Services, including all of Our related intellectual property rights. Our intellectual property rights include, without limitation, all rights associated with the Services including the

Ceevo web-based applications and platform provided by Us. No rights are granted to You hereunder other than as expressly set forth herein.

- 5.2 License by You to Host Your Data. You grant Us and Our Affiliates a worldwide, limited-term license to host, copy, transmit and display Your Data and End User Data created by or for You using the Services, as necessary for Us to provide the Services in accordance with this Agreement. In addition, You grant Us a perpetual, irrevocable right to maintain, access, and use Your Data and End User Data in order to improve Our services and in accordance with the Ceevo Privacy Policy, which may be updated from time to time. All updates to the Ceevo Privacy Policy will be effective on the date they are posted without prior notice to You. Without limiting the foregoing, We may (i) disclose Your Data and End User Data to Our service providers to process and supplement End User Data for the purpose of providing the Services in accordance with this Agreement and (ii) use or disclose without restriction End User Data that has been de-identified or aggregated for any purpose.
- 5.4 License by You to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Authorized Users or End Users relating to the operation of the Services.
- 5.5 License by You to Disclose Business Relationship. You grant to Us and Our Affiliates a worldwide, royaltyfree license to use any of Your trademarks, brand names, and/or logos for the limited purpose of disclosing that Ceevo provides services to You. The license set forth in this Section 5.5 shall be valid only during the period of time in which Ceevo provides Services to You and shall expire at the termination of Services.
- 5.6 Remedies for Infringement Claims Related to the Services. If We receive information about an infringement or misappropriation claim related to the Services, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under Section 7.2 (Our Warranties), (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your subscriptions for the Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. Notwithstanding any contrary provision in this Agreement, if We provide any of the remedies set forth in this Section 5.6, You agree that such action satisfies Our obligations under this Agreement, and You are not eligible for further relief.

## 6. Confidentiality

- 6.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Except as otherwise specifically provided in this Agreement, Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, business processes, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements, patents, copyrights, trade secrets or other intellectual property of any kind of nature, plans for future development and new product concepts, contemplated products, research, development, and strategies disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party who rightfully possess the information without confidential or proprietary restrictions, or (iv) was independently developed by the Receiving Party.

- 6.2 Protection of Confidential Information. Except as otherwise specifically provided in this Agreement, each Party covenants and agrees that it will not publish, communicate, divulge, or disclose to any person, firm, or corporation any Confidential Information of any other Party, except as necessary in the performance of the terms of this Agreement. Each Party covenants and agrees that it will not use any Confidential Information of any other Party except as necessary to fulfill its obligations or exercise its rights under this Agreement, and only for such purposes and only for the time that it is necessary to do so. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, service providers and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 6.2.
- 6.3 Compelled Disclosure. In the event that the recipient of Confidential Information is requested or becomes legally compelled to disclose any Confidential Information of the other Party, it is agreed that the Receiving Party will provide the Disclosing Party with prompt written notice of such request(s) to enable the Disclosing Party, at its sole cost and expense, to seek a protective order or take other lawful steps to protect and preserve the confidential nature of the Confidential Information, and the Receiving Party will cooperate with such efforts by the Disclosing Party, including by delaying the disclosure to the extent lawfully permitted to do so to permit the Disclosing Party the opportunity to engage in such efforts. Each Party agrees that it will furnish only that portion of the Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information and other information which is being disclosed. Each Party shall immediately notify the other upon discovery of any loss or unauthorized disclosure or other processing of the Confidential Information of the other Party. The Parties agree that to the extent any of their respective regulators have the right to examine the relationship between the Parties described in this Agreement, along with the records associated with such relationship, subject to any privacy requirements applicable to either Party or its Affiliates, or to the individual customers of either Party, the Parties shall (i) provide advance notice of such examination; and (ii) cooperate with each other in making relevant records available.
- 6.4 Return or Destruction. As requested by the Disclosing Party during the Term, upon expiration or any termination of this Agreement, or completion of the obligations of the Receiving Party, as applicable, the Receiving Party shall (a) return or destroy, as the Disclosing Party may direct, and in the manner reasonably directed by the Disclosing Party, all material in any medium that contains, refers to, or relates to the Disclosing Party's Confidential Information, and (b) retain no copies except one copy solely to the extent, if any, required compliance with record retention requirements under applicable law; provided, however, that no Party will be obligated to erase Confidential Information subject to a license granted herein or contained in an archived computer system backup made in accordance with such Party's security and/or disaster recovery procedures, provided that such archived copy will (a) eventually be erased or destroyed in the ordinary course of such Party's data processing procedures and (b) will remain fully subject to the obligations of confidentiality and security stated herein.
- 6.5 Misuse. In the event of any actual or suspected misuse, disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party promptly shall (a) (and in any event within three business days) notify the Disclosing Party upon becoming aware thereof; (b) furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof, and use reasonable efforts to assist the Disclosing Party in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information; (c) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the violation; and

(d) cooperate in all reasonable respects with the Disclosing Party to minimize the violation and any damage resulting therefrom.

## 7. Representations, Warranties, Exclusive Remedies and Disclaimers

- 7.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 7.2 Our Warranties. We warrant that We will provide You with the Services in accordance with Section 2.1. For any breach of an above warranty, Your exclusive remedies are those described in Sections 10.3 (Termination) and 10.4 (Refund or Payment upon Termination).
- 7.3 Your Warranties. You warrant that (a) at all times during the term of this Agreement, You shall comply with all applicable federal, state, and local laws, and the terms of this Agreement and (b) Your use of the Services or execution of this Agreement does not and will not conflict with Your obligations to any third parties.
- 7.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; CLAIM OF INFRINGEMENT; OR CLAIM IN TORT (WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER THEORY). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BETA SERVICES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES.

## 8. Indemnification

- 8.1 Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Service in accordance with this Agreement infringes or misappropriates such third party’s intellectual property rights (a “Claim Against You”), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense (including selection of attorneys) and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it releases You of all liability), and (c) give Us necessary assistance, at Our expense. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Your breach of this Agreement.
- 8.2 Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your breach of this Agreement, or any conduct arising out of Your breach of this Agreement infringes or misappropriates such third party’s intellectual property rights or violates applicable law (a “Claim Against Us”), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We promptly give You written notice of the Claim Against Us (provided that failure to so notify will not remove Your obligation except to

the extent You are materially prejudiced thereby). For a Claim Against Us, You control the defense and settlement of the Claim Against Us and We agree to give You all reasonable assistance, at Your expense. You will not settle, compromise, or otherwise enter into any agreement regarding the disposition of any Claim Against Us without the prior written consent and approval of Us unless such settlement (a) is solely for a cash payment, (b) requires no admission of liability or wrongdoing on the part of Us, (c) imposes no affirmative obligation on Us, (d) imposes no restriction on Our business, (e) provides that the parties to such settlement shall keep the terms of the settlement confidential, and (f) provides for a full and complete release of Us. You shall reimburse Us upon demand for any losses incurred by Us that is subject to an indemnification obligation as set forth in this Section 8.2.

- 8.3 Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

## 9. Limitation of Liability

9.1 Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY LICENSEE HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT APPLY TO: (A) LICENSEE'S RECKLESS OR NEGLIGENT ACTS OR OMISSIONS; (B) LICENSEE'S PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES); (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8; (D) EITHER PARTY'S LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6; OR (E) EITHER PARTY'S LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY.

9.2 Exclusion of Consequential and Related Damages. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 10. Term and Termination

- 10.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions and or services hereunder have expired or have been terminated (the "Term").
- 10.2 Term of Purchased Subscriptions. The Subscription Period shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 90 days before the end of the relevant subscription term. The per unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless We have given You written notice of a pricing increase at least 100 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.
- 10.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency,

receivership, liquidation or assignment for the benefit of creditors. Any Ceevo owned equipment supplied through purchase of a Subscription is required to be returned to Ceevo within 2 weeks of Termination for any reason. If applicable equipment is not received within 2 weeks You may be billed for the remaining cost of the subscription fees for equipment not returned.

- 10.4 Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 10.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of an Order after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 10.3, You will pay any unpaid fees covering the remainder of the term of all Orders. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination nor does it relieve your obligation to return any Ceevo owned equipment within 2 weeks of Termination.
- 10.5 Early Termination Fee. Except for terminations pursuant to Section 10.3, any termination by You prior to expiration of the Term shall be subject to You paying an early termination fee (“Early Termination Fee”). The Early Termination Fee shall be calculated as the lesser of either: (a) all fees due to Us under the Order for the remainder of the Term; or (b) twelve times the Monthly Recurring Charge as set forth in the Order. You agree that We may charge and/or invoice You for the Early Termination Fee pursuant to Section 4.2, and Your failure to timely pay any Early Termination Fee shall be subject to overdue charges as set forth in Section 4.3. This Section 10.5 shall not affect any fees owed by You incurred prior to your termination under this Section.
- 10.6 Portability and Deletion of Data. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data and End User Data (to the extent such data is maintained by Us) available to You for export or download. After that 30-day period, We will have no obligation to maintain or provide Your Data or End User Data, and may thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control as provided in the documentation (although We have no obligation to do so), unless legally prohibited, without any liability to You. After termination of this Agreement, each Party shall, upon written request, promptly return or destroy all of the Confidential Information of the other Party in its possession or control.
- 10.7 Surviving Provisions. The following provisions shall survive termination of this Agreement: Sections 4 (Fees and Payment for Services), 5 (Proprietary Rights and Licenses), 6 (Confidentiality), 7.4 (Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Early Termination Fee), 10.6 (Portability and Deletion of Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law and Jurisdiction), 12 (Arbitration and Class Action Waiver), and 13 (General Provisions).

## 11. Notices, Governing Law and Jurisdiction

- 11.1 Notices. All notices, permissions, approvals, and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been given upon: (i) the day of personal delivery, (ii) the third business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for an indemnifiable claim). All notices to You shall be addressed to the Licensee Billing Info contact on the Order.

United Business Integration Resources, LLC  
2358 Annandale Lane  
Auburn, AL 36830  
legal@ceevotech.com

- 11.2 Governing Law and Jurisdiction. This Agreement will be governed by and interpreted in accordance with the laws of the State of Alabama, without regard to its conflict of laws rules. Except for matters which must be arbitrated in accordance with Section 12, the parties specifically consent and agree that the courts of the State of Alabama and/or the U.S. District Court for the Southern District of Alabama will have exclusive

jurisdiction over each of the parties and over the subject matter of any such proceedings. Additionally, subject to the limitation of liability set forth in Section 9, the party that loses any such proceeding will pay all costs and expenses incurred by the other party(s) in connection therewith, including all attorneys' and other professional fees and expenses.

## 12. Arbitration and Class Action Waiver.

PLEASE READ THIS SECTION 12 CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

12.1 Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If You have any dispute with Us, You agree that before taking any formal action, You will contact Us at [legal@ubirteam.com](mailto:legal@ubirteam.com), and provide a brief, written description of the dispute and Your contact information. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with one another, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

12.2 Binding Arbitration. Except as provided in Section 12.4, if we cannot resolve a dispute informally, any dispute will be resolved binding arbitration in Mobile County, Alabama or another location that we have both agreed to, and not in courts of general jurisdiction. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If there is a conflict between AAA's Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JURY TRIAL. You may, in arbitration, seek any and all remedies otherwise available to You pursuant to Your state's law. If You decide to initiate arbitration on behalf of the company or legal entity You represent, You will be required to pay the arbitration initiation fee as well as any additional deposit required by AAA to initiate Your arbitration. You also agree to pay the costs of the arbitration proceeding. Other fees, such as attorney's fees and expenses of travel to the arbitration, will be paid in accordance with AAA Rules.

Any party or parties to a dispute may initiate mediation under the AAA's auspices by making a request for mediation to any of the AAA's regional offices or case management centers via telephone, email, regular mail or fax. Requests for mediation may also be filed online via Web File at [www.adr.org](http://www.adr.org). The party initiating the mediation shall simultaneously notify the other party or parties of the request. The initiating party shall provide the following information to the AAA and the other party or parties as applicable: (i) A copy of the mediation provision of the parties' contract or the parties' stipulation to mediate. (ii) The names, regular mail addresses, email addresses, and telephone numbers of all parties to the dispute and representatives, if any, in the mediation. (iii) A brief statement of the nature of the dispute and the relief requested. (iv) Any specific qualifications the mediator should possess.

Each of us will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and to take a reasonable number of depositions. All such discovery will be in accordance with procedures approved by the arbitrator. This Section 12 does not alter in any way the statute of limitations that would apply to any claims or counterclaims asserted by either party.

12.3 Arbitrator's Powers. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to Your use of the Services and the interpretation, applicability, enforceability, or formation of this Agreement including but not limited to any claim that all or any part of this Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

- 12.4 Exceptions. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations or claims arising from or relating to theft, piracy or unauthorized use of intellectual property in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- 12.5 Class Action Waiver. Both parties agree that any claims or controversies between us must be brought against each other on an individual basis only. That means neither You nor We can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless we agree otherwise). And, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Ceevo customers, and cannot be used to decide other disputes with other customers.

### 13. General Provisions.

- 13.1 Export Compliance. The Services and other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Authorized Users to access or use the Services or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.
- 13.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase Order or in any other of Your order documentation (excluding Order as defined herein) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order, and (2) this Agreement. Notwithstanding any other provision of this Agreement, in no event shall any terms or conditions in this Agreement or any other document be agreed, accepted, waived or modified via a "Void Contracting Method." A "Void Contracting Method" is one in which an agreement or acceptance purportedly takes place within or through products or services or an application, website, or portal operated by or for Us through Your action (such as electronic signature, checking a box, or clicking to accept) or inaction, even if You are informed that such action or inaction will constitute agreement or acceptance. Any terms or conditions purportedly accepted or agreed via a Void Contracting Method shall be void and of no legal consequence.
- 13.4 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Orders), without the other party's consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that such party assumes or is otherwise fully bound by all of the obligations of the assigning Party under the Agreement. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.5 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

- 13.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.9 No Third-Party Beneficiaries. No End User nor any other third party, other than as expressly set forth in this Agreement, is a third-party beneficiary to this Agreement (except that the specified indemnified parties are third-party beneficiaries of the indemnification and defense provisions).
- 13.10 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of any force majeure act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
- 13.11 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.